

2982

12/31/97

AGREEMENT
BETWEEN
THE CITY OF ISHPERING
AND
THE CITY OF ISHPERING DPW EMPLOYEES'
CHAPTER OF LOCAL #1282
AFFILIATED WITH
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

Ishtperming City

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PREAMBLE

This Agreement entered into by the City of Ishpeming (hereinafter referred to as the "Employer" or "Management") and Local #1282 of Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit, EXCLUDING: Police Department employees; Office Clerical; Librarians; Assistant Librarians; Fire Department employees; temporary and seasonal (those hired to work four (4) months or less) employees; supervisory employees; confidential employees; the City Manager; and the Superintendent of Public Works.

ARTICLE 2. UNION MANAGEMENT RELATIONS

Section 1.

All collective bargaining with respect to wages, hours and working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

Section 2.

Agreements reached between the parties to this Agreement shall become effective only when signed by the authorized representatives of the parties hereto.

Section 3.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority. Nothing in this Agreement shall be construed as binding the Employer or Union to past practice or practices that are not expressly stated in the language of this Agreement. This Agreement shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon the Employer by law.

ARTICLE 3. DEFINING REGULAR AND PROBATIONARY EMPLOYEES

Section 1.

A regular full or part-time employee shall be one who has successfully completed a ninety (90) working day probationary period. Only regular employees

may become members of the Union. The Employer may extend the probationary period an additional ninety (90) working days upon mutual agreement of the Employer and the Union.

Section 2.

A probationary employee is one who is employed for a regular full or part-time position who has not completed his probationary period. During the probationary period, the Employer has the right to discharge the employee without cause. A probationary employee who has broken service by his own actions shall forfeit time worked for regular full or part-time status.

Section 3.

A part-time employee is one who works less than an average of twenty-five (25) hours per week.

Section 4.

Part-time meter readers shall not be eligible for Union membership.

ARTICLE 4. UNION SECURITY (AGENCY SHOP)

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of employment, to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 5. DUES CHECK OFF

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Article 7), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must

be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

ARTICLE 6. REPRESENTATION FEE CHECK OFF

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Article 7, provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 5(b) of this contract.

(c) The Employer agrees to provide this service without charge to the Union.

ARTICLE 7. REMITTANCE OF DUES AND FEES

(a) When Deductions Begin.

Check off deductions under all properly-executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and from the first pay period of each month thereafter.

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions.

(d) The written authorization form authorizing the Employer to deduct Union dues or representation fees shall be as follows:

To: _____ EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

An amount established by the Union as monthly dues.

or

An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local _____

By: _____

FULL NAME FIRST NAME LAST NAME MARRIED
 STREET ADDRESS STREET NAME AND NUMBER CITY STATE ZIP CODE
 PHONE NUMBER TELEPHONE NUMBER

 SIGNATURE EMPLOYER'S COPY -C- DATE

ARTICLE 8. EMPLOYER'S RIGHTS

Except to the extent expressly abridged or modified by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its Common Law, statutory, and Charter rights to manage the business, as such rights existed prior to the execution of this, or any other previous agreement with the Union or any other Union. The sole and exclusive rights of Management which are not abridged by this Agreement shall include, but are not limited to, its rights to determine the existence or non-existence of facts which are the basis of management decision; to determine prices of services, extent of services, and methods of financing; to drop a service, contract a service when such contracting will not result in lost time for departmental personnel, or any part thereof, free of the liabilities of this Agreement; to establish or continue policies, practices and procedures for the conduct of the business, and from time to time, to change or abolish such policies, practices or procedures; the right to determine and from time to time to redetermine the number, location, relocation, and types of its operations, or to discontinue their performance by employees of the Employer; to determine the number of hours per day or per week operations shall be carried on; to select and to determine the number and types of employees with the requirements determined by Management; to establish and change work schedules and assignments; to transfer, promote, or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the facts relating to lack of work; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for cause; and otherwise to take such measures as Management may determine to be necessary for the orderly, efficient and economical operation of the Employer.

Nothing contained in this Article shall be interpreted or construed so as to abrogate or limit the rights of the Union under Public Act 379 to bargain collectively for wages, hours, and other conditions of employment, notwithstanding any other provision of this Agreement.

ARTICLE 9. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the steward and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the

agenda. Conferences may be held between the hours of 8:00 a.m. and 6:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(b) The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 10. DISCIPLINARY PROCEDURE

(a) Disciplinary Procedures.

The principle of progressive discipline will be followed by the Employer, whereby offenses in totally separate and unrelated areas will progress through independent progressive disciplinary steps. The degree of discipline is dependent upon the nature of the offense(s). Disciplinary actions or measures shall include only the following: (1) oral warning, (2) written reprimand, (3) suspension, (4) reduction in pay, (5) discharge. Disciplinary action, other than suspension, reduction in pay, or discharge, will be taken within one (1) week after the Employer's awareness of (or the time the Employer should have been aware of) the events which such discipline is based.

(b) Notice of Reprimand, Suspension, Reduction in Pay or Discharge.

Upon reprimand, suspension, reduction in pay or discharge of employees, the Employer agrees to promptly notify the affected employees and their stewards. Such notice shall be in writing and shall contain the specific reasons for the reprimand, suspension, reduction in pay or discharge. A full disclosure of the contents of the disciplinary action shall remain the option of the employee.

(c) Employees will be allowed to discuss their suspension, reduction in pay or discharge with their steward, and the Employer will make available an area where they may do so before they are required to leave the property of the Employer. The employee will be informed of their right to have a steward present. Absent compelling reasons to the contrary, disciplinary action will commence with the beginning of the employee's next working day following final decision and written notification by the Employer.

(d) Discharge.

The Employer shall not discharge any employee without just cause. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

(e) Appeal of Suspension, Reduction in Pay or Discharge.

Should the affected employee and the steward consider the suspension, reduction in pay or discharge to be improper, it shall be submitted to Step 3 of the Grievance Procedure within five (5) working days following written notification by the Employer of such disciplinary action.

(f) Use of Past Record.

The Employer agrees that all records that would have an impact on an

employee's employability will be kept in the official personnel file maintained by the City of Ishpeming. All records of a disciplinary nature will be date stamped and initialed by the Personnel Officer or his designee and shall be the only records presented during an arbitration case between the City and the Union.

ARTICLE 11. SETTLEMENT OF DISPUTES

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) working days of the employee's knowledge of its occurrence. The responding party will answer, in writing, any grievance presented to it, in writing, by the petitioning party.

STEP 1: Any employee having a grievance shall present it to the Employer as follows:

1. If an employee feels he has a grievance, he shall discuss the grievance with the steward.
2. The steward may discuss the grievance with the immediate supervisor.
3. If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor, provided such submission is presented within fifteen (15) working days of occurrence, as above provided. Upon receipt of the grievance, the supervisor shall sign and indicate the date of receipt thereof on the steward's copy of the grievance.
4. The immediate supervisor shall deliver his answer to the steward within five (5) working days of receipt of the grievance.

STEP 2: If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the City Manager within seven (7) working days after receipt of the immediate supervisor's response. The City Manager shall sign and date the steward's copy. The City Manager shall respond to the steward in writing within five (5) working days of receipt of the grievance.

STEP 3:

1. If the answer at Step 2 is not satisfactory and the Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council #25.
2. In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step 2 meet with the City Manager or Acting City Manager for the purpose of attempting to resolve the dispute. If this dispute remains unsettled, and the Council wishes to carry the matter further, Council #25 shall file a "Demand for Arbitration" in accordance with the Federal Mediation and Conciliation Service Rules and Procedures.
3. The arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Service Rules and Regulations.

4. There shall be no appeal from any arbitrator's decision except for matters regarding interpretation of law. Each decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union, except in cases involving similar issues where a previous award was in the Union's favor, the Employer shall pay the full cost of arbitration, or where a previous award was in the Employer's favor, the Union shall pay the full cost.

5. A grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities shall be cancelled. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

6. Any grievance not answered within the time limits specified in this article 11 by the Employer shall be deemed settled on the basis of the Union's original demand.

7. Any grievance not answered within the time limits specified in this article 11 by the Union shall be deemed settled on the basis of the Employer's last answer.

ARTICLE 12. SENIORITY

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. The ninety (90) working day probationary period shall be accumulated within not more than one (1) year. The Employer shall have the right to extend the probationary period for employees hired with government funds to one hundred eighty (180) working days. The employee shall be entered on the seniority list of the unit and shall rank for seniority from the first date of hire. There shall be no seniority among probationary employees. This does not preclude them from overtime work if employees with seniority decline an assignment.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on a classification basis, in accordance with the employee's last date of hire.

ARTICLE 13. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary, Recording Secretary, and Chief Steward of the Local Union shall, in the event of a layoff only, be continued at work at all times, provided they can perform any of the work available.

ARTICLE 14. SENIORITY LISTS

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Local Union with up-to-date copies at least every six (6) months.

ARTICLE 15. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged.

(c) He is absent for three (3) consecutive working days without notifying the Employer. Exceptions shall be made at the discretion of the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he does not return from layoff as set forth in the Recall Procedure. In proper cases, exceptions may be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) He retires.

ARTICLE 16. LAYOFF DEFINED

(a) The word "layoff" means a reduction in the working force at the discretion of the Employer.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off first. Seniority employees will be laid off according to seniority in the following manner: Employees shall be laid off first from the classification where the reduction of work occurs. The lowest seniority employee in the classification affected shall be the first to be laid off. An employee laid off in one classification may exercise his seniority to bump the lowest seniority employees in any other classification carrying an equal or lower starting rate, provided he has greater seniority than the employee to be displaced and is competent to perform the work. An employee so displaced may exercise his seniority in the same manner.

(c) Employees to be laid off for an indefinite period of time will have at least fifteen (15) calendar days' notice of layoff. The Local Union Secretary and Union Council shall receive a list from the Employer of the employees being

laid off on the same date the notices are issued to the employees.

For the purpose of this section, seniority shall be understood to mean classification seniority.

ARTICLE 17. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. If an employee fails to report to work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Employees shall remain on the recall list a period of time equal to their seniority in the unit not to exceed two (2) years. If not recalled during this period of time, their name shall be stricken from the list. A person on layoff from the unit at the time this Agreement is signed shall remain on the recall list for a period of two (2) years after the date this Agreement is signed.

For the purpose of this section, seniority shall mean classification seniority.

ARTICLE 18. TRANSFERS

(a) Transfer of Employees.

If an employee is transferred to a position under the Employer not included in the bargaining unit only at the request of the Employer in writing, and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees promoted to supervisory positions under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement. All other transfers shall accrue seniority for fringe benefits purposes only.

(b) In the event of a vacancy or a newly-created non-supervisory position, employees shall be given the opportunity to transfer on the basis of seniority. However, qualifications to do the work shall be required. The Employer will determine required qualifications.

Selections made on the basis of seniority and qualifications are subject to appeal. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the place of employment at least seven (7) calendar days prior to filling such vacancy or newly-created position.

ARTICLE 19. PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee who possesses the qualifications in the opinion of the Employer and who applies for the promotion

shall be granted a trial period up to sixty (60) calendar days, but not less than thirty (30) calendar days, to determine:

1. His desire to remain on the job.
2. His ability to perform the job as determined by the Employer.

(b) In the event an employee is denied the job, reasons for denial will be furnished to the employee in writing within a reasonable time from the date the decision is made.

(c) During the trial period, as defined in (a) above, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer. The matter may then become a proper subject for a special conference, and if not resolved to the satisfaction of the Union, it may be submitted to the second step of the grievance procedure.

(d) During the trial period, employees will receive the rate of pay for the job they are performing.

(e) Employees required to work in a higher classification shall be paid the rate of the higher classification.

ARTICLE 20. LEAVES OF ABSENCE

Section 1. Eligibility Requirements.

Employees shall be eligible for leaves of absence after the probationary period is completed.

Section 2. Application for Leave.

Any request for a leave of absence shall be submitted in writing by the employee to the City Manager through his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Such leave may extend to but not exceed six (6) months.

Authorization for a leave of absence may be furnished to the employee by the City Manager, and it shall be in writing.

Any request for a leave of absence shall be answered within five (5) days. Requests for emergency leaves (for example, family sickness or death) shall be answered within twenty-four (24) hours.

In addition to accruing seniority, employees shall be returned to the position they held at the time the leave of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher-rated position, the employee shall be returned to the higher-rated position under the following conditions:

The position became or remained open during the employee's leave and it is still open at the time the employee returns from leave, the employee requests

assignment to the higher-rated position within ten (10) days after returning from an educational leave, and the employee has greater seniority than other qualified employees requesting assignment to the position.

No employee shall be allowed to use leave of absence under this Article or Section for sickness purposes until all sick leave days are exhausted.
Section 3. Unpaid Leaves.

(a) Leaves of absence without pay and without loss of seniority, for periods not to exceed six months, shall be granted for:

1. Childbirth leave, when certified to by a physician, subject to and in accordance with the terms and conditions set forth in Section 5 of Article 34; or
2. Illness, after the employee has used all of his accumulated sick leave; or
3. Prolonged illness in the immediate family. Immediate family shall be defined as spouse, children, mother and father.

Such leave may be extended for like cause.

Employees shall accrue seniority while on any leave of absence granted by the provisions of this sub-section, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him; provided he/she meets the minimum qualifications of the position.

(b) Leaves of absence, without pay, may be granted, for periods not to exceed six months, for

1. Union activities; or
2. Child care leave, for the purposes of infant child care, following expiration of childbirth leave. A further extension of child care leave or a second leave of absence may be granted at the discretion of the Employer.

Employees shall retain seniority while on any leave of absence granted by the provisions of this sub-section, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him, provided he/she meets the minimum qualifications of the position.

(c) Members of the Union elected to attend a function of the Union shall be allowed time off without pay, for a period of time not to exceed 15 days total for all members of the unit per year. By way of example and illustration only, and without limitation, the intent of this provision is that one unit member could take 15 days leave for a union function or 15 members could take one day of leave for a union function, and after such time no unit member could take any additional leave for union activities for the remainder of the calendar year.

(1) Union Business. Employees elected to any Union office above the local level or selected by the Union to do work above the local level which takes them from their employment with the Employer may, at the written request of the

Union, be granted a leave of absence. The leave of absence shall not exceed two (2) years. Requests shall not be unreasonably denied and any refusal shall be justified by the Employer.

(2) Education. After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for educational purposes related to job improvement. The period of the leave of absence shall not exceed one (1) year, but it shall be extended or renewed at the request of the employee. One (1) year leaves of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years. Employees may also be granted leaves of absence for educational purposes not to exceed one (1) month in any calendar year to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional ability.

(3) Military Service. Any employee who is a member of a Reserve Force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity.

Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service.

(4) Civic Duty. Employees required to appear before a court or other public body on any matter not related to their work, in which they are not personally involved (as a plaintiff or defendant) who request a leave of absence to perform their civic duty shall be granted a leave of absence. Employees elected or appointed to any political or legislative position who request a leave of absence to perform their civic duty may be granted a leave of absence.

Section 4. Paid Leaves.

(a) Funeral Leave.

An employee shall be allowed up to three (3) working days not to be deducted from sick leave for a death in the immediate family to attend the funeral and to attend to pre-funeral or post-funeral arrangements including probate court hearings at a later date. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, or a member of the employee's household. An employee shall be allowed one day to attend the funeral of a brother-in-law or sister-in-law by marriage, not to be deducted from sick leave. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Chapter Chairman or his representative shall be allowed one (1) funeral leave day in the event of a death of a member of the Local Union, for the exclusive purpose of attending the funeral.

(b) Jury Duty.

Employees shall be granted a leave of absence with pay any time they are required to report for Jury Duty or Jury Service. Employees shall be paid the difference between any Jury Duty compensation they receive and their regular wages for each day of Jury Service.

ARTICLE 21. UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union.

ARTICLE 22. WAGES

Section 1. Wage Scale.

(a) Employees shall be compensated in accordance with the Wage Scale attached to this Agreement and marked Appendix A, for the period January 1, 1995, through December 31, 1997, inclusive. The attached Wage Scale shall be considered a part of this Agreement.

(b) When any position not listed on the Wage Scale is established, the Employer may designate a job classification and rate structure for the position. In the event the Union disagrees with the wage rate applied, said wage rate shall become a proper matter for negotiations. If the disagreement is not resolved within five (5) working days, the dispute shall be submitted to binding mediation. The mediator shall render his decision based on the local job market value of the disputed position.

(c) Appendices H and I attached hereto and made a part of this Agreement set forth the job description for the Public Works Foreman and for the Chief Mechanic, respectively.

Section 2. Pay Period.

The wages of employees shall be paid every other Thursday at the end of the shift for the two (2) week period ending on the Friday preceding payday. In the event payday is a holiday, the preceding work day shall be the payday.

ARTICLE 23. SAFETY COMMITTEE

A City Safety Committee of employees and Employer representatives will be established. The Committee will include members of the unit and will meet during regular work hours to make recommendations to the Employer.

ARTICLE 24. DISTRIBUTION OF OVERTIME

(a) The Employer shall make a reasonable effort to distribute overtime equally to employees working within their respective classifications who are qualified to perform the available overtime. Whenever overtime is required, the person with the least number of overtime hours, in the classification desired, will be called first and so on down the list, in an attempt to equalize the overtime hours.

(b) If the employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work.

(c) For the purpose of this article, time not worked because the employee did not choose to work, will be charged the average number of overtime hours of the employees working during the call-out period. Overtime hours will be computed from January 1 through December 31, subject to review at the end of the year. A record of the overtime hours worked by each employee shall be posted on the Department bulletin board on January 1st and July 31st of each year.

Work at Employee's Option

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. However, it is understood that in emergencies an employee shall not refuse to work overtime without good cause.

Snow Hauling and Snow Plowing Procedure

It is hereby understood and agreed that at no time is it expected that the equalization of overtime hours will be so accurate that each employee will have exactly the same number of overtime hours as any other employee in the same or different classification. However, the parties have agreed to the following procedure. This is believed to be a fair and equitable procedure to address the past practice of overtime distribution for snow hauling and snow plowing.

(a) That certain equipment in the past has been assigned on a permanent basis to individuals.

(b) That said assignment constitutes the snow hauling/snow plowing list.

(c) That when there is a need for snow hauling or snow plowing on an overtime basis that those individuals normally assigned to those tasks will be assigned by the equipment desired and seniority.

(d) That vacancies created from unavailability will be filled first from the list prior to using any union employee who does not appear on the list.

(e) That any permanent vacancies created in the list will be filled through the bidding procedure found in Article 19 with the understanding that the position is strictly for snow hauling or snow plowing operations.

(f) That said list will be generated and posted immediately following the signing of this agreement.

ARTICLE 25. WORKER'S COMPENSATION

(a) Each employee will be covered by the applicable Worker's Compensation Laws, and the Employer further agrees to pay employees eligible for Worker's Compensation an amount equal to the difference between Worker's Compensation and his regular income based on forty (40) hours of work, and this pay differential shall be deducted from his accumulated sick leave on a pro-rata basis.

(b) Any employee continuously absent from work because of work related sickness or injury for a period of twenty-four consecutive months or more shall be terminated from employment with the City. The City reserves the right, however, to consider extenuating circumstances of the employee in the decision to terminate employment and shall grant an extension over the above-stated time

limit not to exceed twelve months if, at the end of the twenty-four month period, it is reasonably certain the employee will be able to return to work within twelve months. If an employee on worker's compensation status is terminated from employment with the City and is rehired by the City, they will retain all seniority that was credited to them at the date of termination. Efforts will be made to try and find suitable work with the City commensurate with the terminated employee's scope of limitations. The City will consider restricted duties for any employee able to return to work on a limited basis, provided that the department the employee is assigned to has restricted work available to accommodate the employee.

Life insurance, medical and dental insurance will continue to be furnished to such terminated employee for a period of twenty-four (24) months, to be paid for by the City.

Any employee continuously absent from work because of work related sickness or injury shall be credited with earned vacation only during the first two months of continued absence for the same injury or illness.

No sick leave will be credited while an employee is on worker's compensation status unless the employee returns to work for a minimum period of ten working days in each calendar month.

To be eligible for any longevity payments, an employee on worker's compensation leave must have worked for at least 1,040 hours in the twenty-four preceding months from the date of longevity payment.

Seniority will continue to accrue while on worker's compensation leave.

ARTICLE 26. HOURS OF WORK

Section 1. Regular Hours.

The regular hours of work each day shall be consecutive, except that they shall be interrupted by a lunch period of thirty (30) minutes (12:00 noon to 12:30 p.m.) from November 1 to April 30.

Section 2. Work Week.

The work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday inclusive, except for employees in continuous operations, discussed below.

Section 3. Work Day.

Eight (8) consecutive hours of work interrupted by a lunch period, within the twenty-four (24) hour period, beginning at midnight, shall constitute the regular work day. Regular work shift schedules for the work day are as follows:

Public Works	7:00 a.m. - 3:30 p.m.
Paint Crew	4:00 a.m. - 12:00 noon (optional)
Night Greaser	3:00 p.m. - 11:00 p.m.

Section 4. Summer Schedule.

There shall be a special summer schedule of "straight eight" from May 1 to October 31, the hours being 7:00 a.m. to 3:00 p.m. The following will apply to this summer schedule:

- (a) Twenty (20) minute lunch on the job site will be from 12:00 to 12:20 p.m.
- (b) Lunch period and coffee break are to be taken at the work site. Employees are not permitted to go to a restaurant, their home, or the DPW garage.
- (c) No five (5) minute lunch clean-up time.
- (d) No afternoon break (ten minutes).
- (e) Only a morning rest period (break) for ten minutes, from 9:00 a.m. to 9:10 a.m., on the site.
- (f) Ten (10) minute clean-up time at the end of the work shift.

Section 5. Work Shift.

(a) Eight (8) consecutive hours of work shall constitute a work shift, with the exception shown in Section 1. All employees shall be scheduled to work on a regular work shift, and each regular work shift shall have a regular starting and quitting time. Management may set up additional work shift schedules including afternoon and midnight shifts which will be paid on a premium basis as set forth in Article 31 of this contract. Such work shifts shall be scheduled on a five (5) day basis and must be posted.

(b) The Employer reserves the right to change the starting time of a regular work shift from one hour before the regular starting time to one hour after the regular starting time, and if such change is made the regular work shift shall then consist of eight (8) consecutive hours from the commencement of the adjusted regular starting time with the exception shown in Section 1. By way of example and illustration only, the Employer may change the regular starting time of the Public Works shift to 6:00 a.m., in which event the shift would then run to 2:30 p.m. By way of further illustration and example only, the Employer may change the regular starting time of the Public Works shift to 8:00 a.m., in which event the shift would then run to 4:30 p.m. Any such change in the starting time of a regular work shift which is intended to run for more than five (5) consecutive days shall be posted at least forty-eight (48) hours in advance of the effective date of the change. It is understood this language pertains to this Section 4 (b) only. Any change in the starting time of any of the regular work shifts identified in Section 3 of this Article 26 shall not constitute the adoption of an "additional work shift schedule" within the meaning of Section 4 (a) of this Article 26, and shall neither require the payment of any premium pay under said Section 4 (a), nor shall it require the payment of any shift differential under Article 31.

(c) Employees reporting late for work may be docked to the nearest quarter hour.

Section 6. Work Schedules.

Work schedules showing the employees' shifts, work days, and hours shall be

posted on all Department bulletin boards at all times.

Except for situations deemed by the Employer to be emergency situations, and except as otherwise provided in Section 4 (b) of this Article 26, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

Section 7. Continuous Operations.

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.

The work week for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days, with the exception of the water plant.

ARTICLE 27. REST PERIODS

(a) All employees work schedules shall provide for a ten minute rest period during each one half (1/2) shift. During the rest period, employees shall not go into a restaurant, their home or any other place outside of any base of operations of the City of Ishpeming except as provided below. The rest period shall be scheduled as near at the middle of each half (1/2) shift whenever possible. Employees at a work site shall take their break at the work site unless notified otherwise or prior arrangements have been made to the contrary. There will be no afternoon rest period from May 1 to October 31.

(b) With the permission of the supervisor, a selected employee will be allowed the time necessary to go to a restaurant for the expressed purpose of purchasing coffee for the work crew while the work crew is at the job site. The employee designated to pick up coffee will not be allowed to consume coffee at the restaurant while waiting for the order. Coffee purchased under this procedure will be consumed at the job site. Employees who are working outside their normal shift (example: snow removal, broken lines, etc.) will be allowed 15 minutes to enter restaurants for coffee whenever said restaurant is in close proximity to the job site or route. Documented abuse of the above privilege can result in withdrawal of the privilege.

ARTICLE 28. MEAL PERIODS

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

An employee who is requested to work beyond his normal quitting time may, at his option, be allowed one-half (1/2) hour to eat on his own time before commencing work beyond the normal quitting time. The employee may at his own option be granted City time (one-half hour) for meals every four (4) hours thereafter while he continues to work. This Article shall not be governed by the provisions of Article 27.

ARTICLE 29. CLEAN-UP TIME

Employees shall be granted up to a five (5) minute clean-up period at lunch time from November 1 through April 30 and a ten (10) minute clean-up time at the end of each work shift.

Work schedule shall be arranged so employees may take advantage of this provision; the Employer shall make the required facilities available.

ARTICLE 30. SHIFT PREFERENCE

The Employer may schedule different shifts or additional shifts, and may specify job classifications within each shift. If the Employer does schedule such shifts, shift preference will be granted to employees within each job classification on the basis of seniority within each such job classification; provided, however, that an employee classified within a given job classification shall not be permitted to exercise his seniority in another job classification.

ARTICLE 31. SHIFT DIFFERENTIAL

Exclusive of overtime hours, employees whose regular work shift starts between 4:00 p.m. and 7:00 a.m. will be paid a differential of twenty-five (\$.25) cents per hour during those periods.

ARTICLE 32. CALL TIME

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half, provided that his accumulated work time for the work week in which he is called exceeds forty (40) hours. However, no employee shall be sent home on his regular shift to avoid the payment of overtime, except in cases wherein the employee would have worked in excess of eleven (11) hours in a twenty-four (24) hour period.

ARTICLE 33. OVERTIME

Section 1. Rate of Pay.

Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Section 2. Weekly Computation.

- (a) All work performed in excess of forty (40) hours in any work week.
- (b) All work performed in excess of eight (8) hours in any work day.

Section 3. Saturday Work.

The overtime rate of Saturday work shall not be paid to employees for whom these days fall regularly within the first five (5) days of their work week.

Section 4. Sunday Work.

All work performed on Sunday shall be paid at the rate of double time, provided at least five (5) consecutive days have been worked previously, Saturday excluded.

Section 5. Compensatory Time.

Employees may accumulate compensatory time in lieu of overtime payment. Compensatory time shall be accumulated at the appropriate rate set by the terms of this Agreement and may be taken at a mutually agreed upon time. Effective January 1, 1997, employees may accumulate up to 24 hours maximum comp time to be used any time with the Superintendent's approval.

Section 6. Emergency Overtime Meals.

Employer to pay for employee's meals when working emergency overtime. The first meal shall be allowed after four (4) hours of overtime. Additional meals shall be permitted every four (4) hours thereafter. Overtime will be considered emergency overtime only if the employee has not received three hours advance notification. If an employee is required to work beyond his normal quitting time, the provisions of Article 28 will govern, and overtime will not qualify for emergency overtime meals. The Employer will establish a voucher system with the various restaurants in town, whereby up to \$6.00 per meal shall be charged to the City. Effective January 1, 1997, the meal rate will increase from \$6.00 to \$7.00.

ARTICLE 34. SICK LEAVE

Section 1. Allowance.

Any full-time employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, or any employee who must remain at home to attend to the needs of sick or disabled members of his household under the care of a physician, shall receive sick leave with pay. Time off, with pay, for doctor appointments, rounded off to the nearest hour, shall be deducted from the accumulated sick leave.

Section 2. Eligibility.

(a) Employees shall be eligible for sick leave after thirty (30) days of service with the Employer.

(b) Sick employees or members of their immediate family must report their intended absence or call in to the office of the Public Works garage no later than one-half (1/2) hour before starting time. In the event the office of the Public Works garage cannot be reached, a message must be left with the Police Department, who will inform the Superintendent of Public Works.

(c) Three (3) or more consecutive sick days will require a doctor's certification stating the nature of the illness and the employee's ability to perform his expected work duties.

(d) In the event the Public Works garage is not notified in accordance with Section 2(b) above and/or in the event the required doctor's certification is not given in accordance with Section 2(c) above, the employee will not be eligible for sick leave pay and he will not be paid for the alleged sick day or days.

(e) In the event that an employee consistently uses sick leave as it is accumulated, and the Employer suspects that the employee is not acting in good faith within the context of this contract in regard to sick leave and is using sick leave as an additional day off, the Employer may give a written notice thereof to the employee, with a copy of the notice to be mailed to the Union. If the employee disagrees with the notice, a special conference may be held to discuss the notice. Management may require a doctor's certificate or may take disciplinary action against said employee or review payment of sick leave time, provided that Management has previously given such written notice to the employee.

Section 3. Accumulation.

(a) Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer, but not exceeding one hundred twenty-five (125) days' total accumulation. Employees shall be allowed one (1) day of sick leave for each accumulated month of service.

(b) When an employee obtains one hundred and twenty-five (125) days of sick leave, the Employer will purchase twenty-five days at the rate of fifty (50%) per cent, and the employee's accumulated sick leave will be reduced to one hundred (100) days.

Section 4. Transfer.

Accumulated sick time may be transferred from one employee to another with permission of Management in cases of extended illness of an employee.

Section 5.

A childbirth leave with those benefits as provided by law for which the employee is eligible due to her certified and diagnosed disability will be granted, for a period of up to six (6) weeks, or as otherwise certified by a physician but in any event not to exceed six (6) months. The employee requesting such leave shall file her request, in writing, not later than five (5) months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position as long as she desires.

Section 6.

Employees will be paid \$15.00 for each unused sick day accumulated during the year, with a maximum of twelve (12) days, to be paid by January 15 of the following year.

ARTICLE 35. HOLIDAYS

Section 1. Holidays Recognized and Observed.

- (a) The following days shall be recognized and observed as paid holidays:
- | | |
|---------------------|-------------------|
| New Year's Day | Labor Day |
| New Year's Eve Day | Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Employee's Birthday | Good Friday |

Day after Thanksgiving (effective January 1, 1997)

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. The day prior to and subsequent to the holiday must be worked to be a paid holiday. The only exceptions will be for approved leaves of absence. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Should two consecutive holidays occur on a Friday and Saturday, Saturday and Sunday, or Sunday and Monday, Friday and Monday shall be designated as the official holidays.

(b) All employees shall be entitled to two personal leave days per contract year not to be deducted from any benefit provided by this agreement.

Section 2. Eligibility Requirements.

Employees shall be eligible for holiday pay except for the following conditions:

(a) The employee is on a layoff within ten (10) working days before the holiday day off, or has been suspended the work day preceding or succeeding the holiday.

(b) If a holiday is observed on an employee's scheduled day off or vacation, he shall be paid for the unworked holiday.

Section 3. Holiday Pay.

(a) Eligible employees who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay unless their regular work day is more or less than eight (8) hours.

(b) Eligible employees whose regular work day differs from the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular work day.

Section 4. Holiday Work.

If an employee works on any of the holidays listed above, he shall be paid the following premium rates in addition to his holiday pay: 1.5 times his regular rate of pay; 2 times his regular rate of pay for all hours in excess of eight (8) hours.

Section 5. Holiday Hours for Overtime Purposes.

For the purpose of computing overtime, all holidays shall be regarded as hours worked, except that employees shall not be paid twice for the same hours.

ARTICLE 36. ANNUAL LEAVE

Section 1. Vacation Time.

Vacation time will be scheduled and approved by the Public Works Superintendent. Employees will be notified within ten days of approval or disapproval of his annual leave request.

Section 2. Schedule.

Each regular full-time employee shall be entitled to the following days of paid leave for vacation annually:

Years of Service as of January 1

One (1) through four (4) years	ten (10) days
Five (5) through nine (9) years	fifteen (15) days
Ten (10) or more years	twenty (20) days

During the first calendar year of service, for any fraction thereof employed, an eligible employee shall receive vacation time on a pro-rated basis, to be posted on the first January 1 following the date of hire. Thereafter, January 1 shall be used as date of hire for the purpose of calculating vacation time only. (As per letter of understanding signed November 9, 1978.)

Section 2 shall be interpreted along with the same provision in the 1982 Collective Bargaining Agreement, concerning the subject of vacation pay. An employee who, under the 1982 labor Agreement, had earned more than the maximum vacation days allowed under this Agreement, shall continue to receive the amount earned under the 1982 Agreement, but his vacation shall be frozen at the higher number of days and he will not be eligible for more than the frozen rate. An employee who has earned less than the maximum vacation days shall not lose any days due him because of the change in the accrual formula. (EXAMPLE: The 1984 contract reads: One (1) through four (4) years - ten (10) days. The 1982 contract reads: Three (3) through five (5) years - thirteen (13) days. Therefore, an employee would be eligible for thirteen days for both his third and fourth years. At the beginning of his fifth year he would be eligible for fifteen days and would then follow the normal progression in the 1984 contract.)

Section 3.

If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled, providing he has sick time accumulated to cover loss of time.

ARTICLE 37. HOSPITALIZATION

(a) The Employer agrees to pay the full cost of the health insurance premiums. The Plan will be Blue Cross/Blue Shield Plan PPO, MVF-1, Master Medical Option IV, ML Rider, MMC-POV, ICMP, FAE-RC, RM, dental - 50/50/50/50/\$1,000, vision VC-A80, and \$5.00 Preferred RX rider, hearing care rider, RPS,

VST. In addition to the above, the Employer will pay the full cost of the DCSD rider for those employees who desire the coverage.

(b) The Employer will carry retired employees under its group hospitalization insurance plan - employee to pay premium and be responsible for payment to Employer.

(c) The current benefits shall remain as is until a final decision is rendered by the Insurance Review Committee. No new benefit plan shall be instituted until agreement has been reached by the Union and Management.

(d) The City will pay to each employee who is covered by a hospitalization insurance plan and does not wish to be covered under the City Plan an amount of 50% of the current cost of the hospitalization insurance they would have received under provisions of this agreement. Employee may return to City hospitalization coverage at any time the supplemental insurance coverage is no longer available.

ARTICLE 38. LIFE INSURANCE COVERAGE

The Employer agrees to pay the full premium of term life insurance plan of each employee, face value of \$25,000.00 while employed.

ARTICLE 39. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this contract.

ARTICLE 40. JOB ASSIGNMENTS/BARGAINING UNIT WORK

(a) Irrespective of seniority, employees outside the bargaining unit shall not perform the work of regular employees within the bargaining unit during either the regular or overtime hours, except in situations deemed by the Employer to be an emergency.

(b) During the term of this Agreement, the Employer shall have the right to contract out or sub-contract bargaining unit work, provided it does not have the effect of laying off or reducing the normal hours of work of bargaining unit employees.

(c) In cases of temporary vacancies the Employer will, to the greatest degree consistent with efficiency of the operation and the safety of the employees, assign the employee with the highest seniority, provided he is qualified for the job. Any employee performing work on a temporary vacancy provided he willingly accepts the job shall receive the rate of pay normally paid for such work, regardless of whether the employee might otherwise be entitled to a higher job classification or pay rate. If no employee desires the assignment, the Employer may assign the employee with the lowest seniority who is qualified for such job. However, said employee shall receive the rate of the higher classification for all hours worked while filling such temporary vacancy. This paragraph (c) shall apply only for a temporary vacancy which the Employer expects to continue for one (1) week or more.

ARTICLE 41. SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Union, and shall not become effective until set forth in a written instrument signed or approved by both parties.

ARTICLE 42. NO STRIKE, NO LOCKOUT

(a) No lock-out of employees shall be instituted by the Employer during the term of this Agreement.

(b) "Strike" means the concerted failure to report for duty, the wilful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.

(c) No employee in the bargaining unit shall strike.

(d) No strike of any kind shall be caused, sanctioned, induced or encouraged by the Union.

ARTICLE 43. PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees. The Employer agrees not to interfere with the rights of employees and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 44. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

Section 1.

The Employer agrees that during working hours, for a period of fifteen (15) minutes where stipulated, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

(a) Post Union notices, fifteen (15) minutes just before the end of the shift.

(b) Distribute Union literature, fifteen (15) minutes just before the end of the shift.

(c) Solicit Union membership during other employees' non-working time, fifteen (15) minutes just before the end of the shift.

(d) Transmit communications, authorized by the Local Union or its officers, to the Employer or his representative fifteen (15) minutes before the end of the shift.

(e) Consult with the Employer, his representative, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement fifteen (15) minutes immediately before the end of the shift.

Section 2. Visits by Union Representatives.

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, District Council representatives, or International representatives, shall have free access to the premises of the Employer at any time during working hours to contact Union officers for the purpose of arranging meetings for Union business directly related to the Local Union.

Section 3. Negotiating Meetings.

(a) Employees covered by this Agreement will be represented by four (4) negotiating committee members who are members of the unit currently employed by the City.

(b) All bargaining by the parties shall be at a mutually agreeable time.

(c) Hours for negotiations shall alternate from pay status (Employer's time) and non-pay status (Employee's time) unless a change is requested by either party and mutually agreed to by the Employer and the Union.

ARTICLE 45. COLLECTION OF BILLS

Employees covered by this Agreement shall not be responsible for any collections of money on behalf of the City as related to Water or Sewer bills. An exception to this will be those employees in the ski hill area who shall be responsible only for collecting the ski tow fees.

ARTICLE 46. WORK RULES

All existing and future work rules shall be subject to posting on bulletin boards by the Employer for a seven (7) day period before becoming effective.

(a) Informing Employees.

The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules seven (7) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

(b) Enforcing.

Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE 47. SAVE HARMLESS

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of every kind or nature that shall arise out of action by the Employer for the purposes of complying with the provisions of this Agreement.

ARTICLE 48. WAIVER

(a) It is the intent of the parties hereto that the provisions of this Agreement shall supercede all prior Agreements and understanding, both oral and written, between the parties, shall govern their relationship, and shall be the source of any rights or claims which may be asserted.

(b) The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereinafter signed by the parties hereto.

(c) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 49. TERM OF AGREEMENT

Section 1. Term of Agreement.


This Agreement shall be effective as of the 1st day of January, 1995, and shall remain in full force and effect through the 31st day of December, 1997. This Agreement shall continue thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to December 31, 1997, that it desires to modify this Agreement, or unless this Agreement is terminated as provided herein. In the event that such notice of desire to modify is given, negotiations shall begin within thirty (30) days.


The Agreement shall remain in full force and be effective during any period of negotiations after December 31, 1997, unless this Agreement is terminated as provided herein.

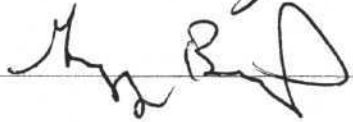
In the event that either party desires to terminate this Agreement after December 31, 1997, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands this 23rd day of May, 1995.

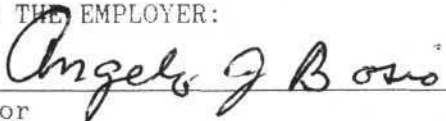
FOR THE UNION:








FOR THE EMPLOYER:



Mayor


City Clerk

APPENDIX A
WAGE SCALE

<u>Classification</u>	<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>
Public Works Foreman	13.36	13.61	13.86
Chief Mechanic	13.26	13.51	13.76
Street Lead Worker	12.86	13.11	13.36
Carpenter	12.76	13.01	13.26
Mechanic	12.76	13.01	13.26
Heavy Equipment Operator	12.71	12.96	13.21
Meter Repair Worker	12.33	12.58	12.83
Refuse Equipment Operator	12.31	12.56	12.81
Mechanic Helper/Greaser	12.26	12.51	12.76
Cemetery Lead Worker	12.21	12.46	12.71
Parks Lead Worker	12.21	12.46	12.71
Light Equipment Operator/Water & Sewer	12.26	12.51	12.76
Light Equipment Operator	12.06	12.31	12.56
Refuse Laborer	12.01	12.26	12.51
Laborer Standard (after three years of service)	12.01	12.26	12.51
Laborer (after two years of service)	10.60	10.85	11.10
Laborer (after one year of service)	9.60	9.85	10.10
Laborer Starter	8.60	8.85	9.10

Whenever an employee works in a higher classification for two (2) consecutive days prior to a holiday, said employee shall receive the higher rate for the holiday.

APPENDIX B
UNIFORMS AND PROTECTIVE GEAR

If an employee is required to wear a uniform as a condition of employment, said uniforms shall be furnished to the employee by the Employer; the cost of maintaining the uniforms in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the Employer.

Protective gear, such as hard hats, rain gear, waterproof gloves, work gloves for sanitation crews, winter hard hat liners, safety glasses and shields, ear plugs, and safety vests where required as a condition of employment shall be furnished to the employee by the Employer.

Employees shall be responsible for the care of uniforms and protective gear assigned to them by the Employer. Uniforms and protective gear worn out through normal use shall be turned into the Employer by the employee for replacement at no cost to the employee. Uniforms and protective gear lost or damaged due to employee's negligence shall be replaced by the Employer at the employee's expense.

Work Boots - Effective January 1, 1996, the City will contract with shoe stores the same as CCI. Employees will be given a voucher worth up to \$200.00 for a pair of safety approved work boots. One voucher per year per employee maximum. The shoe stores will invoice the City monthly for boots provided to City employees based on signed vouchers.

A maximum of one pair of work gloves per month will be provided each employee. Worn out work gloves shall be turned in to the DPW Superintendent to obtain a replacement pair of gloves.

APPENDIX C
WATER CERTIFICATION

The City agrees to compensate those employees who carry current S-2 and/or D-1 water certificates, and those employees who have obtained lesser certificates as a part of their training and certification process toward the S-2 and/or D-1 certificates. The compensation will be an hourly amount added to the base wage and according to the following schedule:

F-4 certificate	\$.30/hour
F-3 certificate	\$.40/hour
F-2 certificate	\$.50/hour
F-1 certificate	\$.70/hour
D-4 certificate	\$.30/hour
D-3 certificate	\$.40/hour
D-2 certificate	\$.50/hour
D-1 certificate	\$.70/hour
S-4 certificate	\$.30/hour
S-3 certificate	\$.40/hour
S-2 certificate	\$.50/hour
S-1 certificate	\$.70/hour

The additional compensation will be added to the base wage of those employees who have been approved by the City of Ishpeming and the Michigan Department of Public Health to obtain water certification. It is further understood that compensation will only be given to the highest rated certificate that an employee has earned in each category.

Compensation will be made for water certificates only if they are required by the Michigan Department of Public Health or the Employer. F certificate compensation will be added to the base wage in 1993 and after only if required by the Michigan Department of Public Health or the Employer.

APPENDIX D
COST OF LIVING ALLOWANCE

Section 1. Cost of Living Allowance.

Cost of living adjustment shall be made using the January, 1977, release of the United States Department of Labor, Bureau of Labor Statistics, Consumers Price Index (all items report) for urban wage earners and clerical based on 1967 = 100. This formula is retroactive to January 1, 1977, and is renewable each year on January 1.

- (a) Cost of living adjustments shall be made on the basis of changes in the index: quarterly on the first pay period following the release of the cost of living index in April, July, October and January during the life of this Agreement.
- (b) For each 0.3 index difference, each employee shall receive an increase or decrease of one cent (\$.01) per hour, or whichever is applicable for subsequent payroll periods, such increases to be added to the base rates.
- (c) In no event will the decline of Labor Statistics Consumer Price Index go below that of January, 1979. Said release shall not provide a basis for reduction in the base hourly rates in effect under this Agreement.
- (d) Cost of living shall not be paid in excess of twenty-seven (\$.27) cents in any calendar year (January 1 - December 31).

Section 2. Suspension of Operation of Cost of Living Allowance.

It is mutually agreed that during the period January 1, 1995, through December 31, 1997, inclusive, the Cost of Living Allowance provisions set forth in Section 1 of this Appendix D shall be suspended and shall be totally inoperative, that the Employer will not pay, accrue, or be liable for any cost of living allowance to, for, or on behalf of any employee with respect to said period, and that this Section 2 shall specifically supercede and control over Section 1 of this Appendix D, anything to the contrary in this Agreement notwithstanding.

APPENDIX E
LONGEVITY PAY

(a) Longevity pay will be paid to all employees according to the following schedule based on the years of service as an employee:

Five (5) to nine (9) years of service	\$300.00
Ten (10) to fourteen (14) years of service	\$350.00
Fifteen (15) to nineteen (19) years of service	\$375.00
Twenty (20) to twenty-four (24) years of service	\$400.00
Twenty-five (25) to twenty-nine (29) years of service	\$425.00
Thirty (30) or more years of service	\$450.00

(b) The above longevity pay will be paid only once a year prior to December 1 of each year, and will be paid for the year beginning January 1 through December 31. Payment will be made with a separate payroll check. In order to become eligible for the first level of longevity pay and subsequent higher levels, an employee must have a full five (5) years of service by December 1 of the year in which the longevity pay is to be paid. To be eligible for a higher level, the employee must have ten (10), fifteen (15), twenty (20) or twenty-five (25) years, as the case may be, by December 1 of the year in which the longevity is to be paid. In case of death or retirement of an employee, longevity payments will be made on a pro-rated basis to the employee or to the survivor named on the face of the group life insurance policy of the employee.

APPENDIX F
RETIREMENT

(a) The Employer will continue in effect the provisions of Public Act 135 of the Michigan Municipal Employees' Retirement System, including the provision of Act 124 of the Public Acts of 1966 (Plan C-2/B-1 Base, F-55, MERS), integrated with the appropriate sections of the Federal Old Age and Survivors Insurance Act. Effective January 1, 1996, Plan C-2/B-1 Base, F50(25) E2 MERS.

(b) Employees who attain the age of seventy (70) years must retire from the employment with the Employer.

(c) Employees will receive unreduced retirement benefits created by Act 135 of the Public Acts of 1945, as amended.

(d) Employees retiring after January 1, 1997, shall receive \$10,000 term life insurance at City expense.

(e) Effective January 1, 1997, the City will provide a trust account in the employee's name, with rights of survivorship, into which the employee may contribute up to \$25.00 per pay period, said amount to be matched by the City. The purpose of this trust account is to provide a fund in the employee's name, the proceeds of which shall be used to pay all or a portion of the employee's group health insurance premiums upon retirement from City employment until the funds in the employee's trust account are expended. If an employee leaves City employment prior to retirement, the employee's contributions to his trust account will be refunded, the City contributions will be forfeited to the Employer, and the employee's account will be closed out. A Health Insurance Trust Account Board shall be established with representation from Management, unions, and others to establish fund rules and administer the day-to-day operation of the fund. All funds shall be in the custody of the City Treasurer.

APPENDIX G
SEVERANCE PAY

Section 1.

All regular, full-time City employees shall be entitled to the following compensation upon retirement.

<u>Years of Service</u>	<u>Amount Paid</u>
Ten (10) to fourteen (14) years	\$300.00
Fifteen (15) to nineteen (19) years	\$400.00
Twenty (20) to twenty-four (24) years	\$500.00
Twenty-five (25) years and over	\$600.00

In addition, longevity will be pro-rated and paid according to the number of full months worked in the current year.

Section 2. Sick Leave Credits.

(a) Sick leave shall be paid upon retirement in an amount equal to one hundred (100%) percent of accumulated sick leave.

(b) Employees who are hired after 1/1/87 shall be paid upon retirement in an amount equal to seventy-five (75%) percent of accumulated sick leave.

APPENDIX H
PUBLIC WORKS FOREMAN

KIND OF WORK: This is specialized work in directing the work of crews performing street, storm drain, water and sewer line, refuse collection, and related repair and maintenance.

DISTINGUISHING FEATURES OF WORK: Work of this class involves responsibility for supervision of small crews of unskilled, semi-skilled, and skilled workers in the repair and maintenance of streets, sidewalks, storm drains, water and sewer lines, and curbs and gutters. During winter months, supervision of the same personnel in snow plowing, snow removal, sanding, etc., is required. This employee has considerable latitude in determining procedures to be following in accomplishing the work. Work is subject to the supervision of the Public Works Superintendent and is checked by periodic conferences, review of reports and field inspections.

ILLUSTRATIVE EXAMPLES OF WORK:

1. Supervises the maintenance, cleaning and repair of streets, alleys, storm drains, water and sewer lines, and curbs and gutters.
2. Supervises winter maintenance including snow plowing, snow removal, sanding, and similar activities designed to maintain traffic flow during winter months.
3. Supervises the erection of signs and painting of safety lines, parking spaces and crosswalks.

4. Supervises street tree planting, care, maintenance and removal.
5. Checks time and materials used on various jobs and assists in preparing reports.
6. Performs related work as required.

DESIRABLE KNOWLEDGES, SKILLS AND ABILITIES

1. Thorough knowledge of street construction, repair, maintenance and the materials and equipment used for such work.
2. Thorough knowledge of snow plowing, snow removal, sanding and related winter maintenance work.
3. Ability to operate a variety of heavy equipment.
4. Ability to plan and supervise a varied work program involving small work crews.
5. Ability to read and understand engineering specifications and drawings.
6. Ability to establish and maintain effective relationships with the public, City officials, and the general public.
7. Ability to keep records and make adequate reports.

MINIMUM REQUIREMENTS

Four years of increasingly responsible experience in maintenance and construction work and graduation from high school; or any equivalent combination of experience and training.

APPENDIX I CHIEF MECHANIC

KIND OF WORK: This position performs and directs skilled mechanical work.

DISTINGUISHING FEATURES OF WORK: An employee in this class is responsible for the assignment of work to mechanics and other employees engaged in related work. Responsibilities include determining priorities in mechanical repairs to City equipment. Performance of journeyman mechanical work constitutes the bulk of the employee's work. Work is supervised by the Public Works Superintendent.

ILLUSTRATIVE EXAMPLES OF WORK:

1. Recommends and maintains preventive maintenance program for City equipment.
2. Diagnoses defects in a wide variety of automotive and construction equipment.
3. Assigns, supervises and inspects work performed by subordinate employees.
4. Assists employees by providing technical aid in difficult major mechanical repairs.

5. Performs repair work on mechanical equipment as required.
6. Maintains records of work performed by subordinate employees.
7. Performs related work as required.

DESIRABLE KNOWLEDGES, SKILLS AND ABILITIES:

1. Thorough knowledge of construction, assembly, adjustment and maintenance of automotive equipment and internal combustion engines, automotive hydraulic and electrical systems.
2. Considerable knowledge of and skill in the use of shop tools and equipment used in the maintenance of automotive equipment.
3. Considerable knowledge of fuels, lubricating oils and greases used in the automotive industry.
4. Knowledge of modern practices, procedures, instruments and tools used in engine tune-up and automatic transmission adjustments and repairs.
5. Ability to maintain cooperative working relationships with other employees.
6. Ability to prepare and maintain written reports and records.

MINIMUM QUALIFICATIONS:

Five years experience as journeyman automotive or heavy duty mechanic with additional training in diesel motors, including at least two years in a position substantially equivalent to chief mechanic and graduation from high school; or any equivalent combination of experience and training.

APPENDIX J
INTENT ON DISCIPLINE

Progressive discipline is contemplated with "minor offenses in totally separate and unrelated areas" progressing through independent progressive disciplinary steps. Examples of the intention of the parties are as follows:

(a) Independent infractions, such as absenteeism, drinking, improper behavior, safety violations, etc., unless otherwise related, would progress through independent disciplinary steps, the first step to be used being based on the seriousness thereof. For example, an employee given a verbal warning for absenteeism who subsequently had a minor safety violation would receive a verbal warning for the safety violation. The verbal warning for absenteeism would not be considered the "first" step in the progressive discipline for an unrelated safety rule violation such that the first violation of a minor safety rule resulted in written warning.

(b) Related infractions, however, such as tardiness and absenteeism, appearing at work in an intoxicated condition and drinking on duty, violation of two different safety rules, etc., would be combined for disciplinary purposes. For example, for minor offenses, the first offense in the related area, such as verbal warning concerning tardiness, would justify greater discipline for the

next occurrence in the related area, such as the employee having been verbally warned for tardiness then receiving written warning for absenteeism.

(c) For minor violations the intent of the parties is that employees be notified of their improper action and permitted a reasonable opportunity to correct their activities. The intent is neither to unduly "penalize" employees for minor unrelated infractions nor to permit employees to abuse the progressive discipline process by committing numerous infractions in "unrelated" areas.

APPENDIX K JOB DESCRIPTIONS

The parties agree that job descriptions have a direct bearing on an employee's earning power and position on the classification schedule; therefore, the Union will be made aware of any and all changes prior to the implementation of said changes in a particular description(s).

Upgrading Job Descriptions

If the Employer desires to upgrade any bargaining unit job descriptions, the Employer agrees to meet with the Union prior to the implementation of the upgrade. Union representatives shall not receive compensation for any time spent in said meetings held outside the normal working hours.

APPENDIX L EMPLOYEE GUIDE TO PERSONNEL RULES AND POLICIES

The purpose of these Rules and Policies is not to restrict the rights of anyone, but it is to define these rights and to protect the rights of all and insure cooperation. Employees committing any of the following violations shall constitute sufficient grounds for disciplinary action, ranging from reprimand to immediate discharge.

1. Reporting for duty under the influence of intoxicating liquor, is found drinking on the job, or brings alcoholic beverages onto City premises.
2. Reporting for duty under the influence of illegal narcotics, hallucinogenics, addictive or harmful drugs, is found using any of these drugs on the job or brings or has in his/her possession these drugs on City premises.
3. Is absent or tardy without reasonable cause; i.e., failure to notify your department head or immediate supervisor of absence or anticipated absence or tardiness. (Please give your supervisor 24 hours notice for any anticipated absence or tardiness.)
4. Three successive days of unexcused absenteeism will result in immediate discharge.
5. Frequent tardiness or unexcused absenteeism.
6. General misconduct including insubordination.

7. Refuse to carry out the orders of his department head or supervisor; an exception will be allowed for work considered hazardous duty.
8. Leaving the job during working hours without permission.
9. Abuse of sick leave privileges.
10. Negligent use of City equipment or property will result in disciplinary action.
11. Intentionally records hours or other entries on another employee's time sheet or falsifies his own time sheet.
12. Falsifies claims for benefits, leaves of absence, information on job applications, time records, reasons for illness, injury, reimbursements, other City records, or theft of City supplies.
13. Violation of City or departmental safety rules.
14. Fails to successfully complete probationary period.
15. Violation or disregard for established City or departmental rules and policies.
16. An employee must participate in a separation interview with the Personnel Director prior to his/her termination of employment with the City. Termination of employment will not occur until the separation interview has been carried out.

The above reasons for disciplinary action and discharge do not exclude other violations which are of equal severity and justify similar action.

This policy shall not preclude a supervisor from disciplining an employee when it is, in his opinion, determined necessary.

The foregoing rules are not intended to be all inclusive of the proper standards of conduct which employees are expected to observe. The City shall, as deemed appropriate, establish additional rules, and department heads may establish particular rules to govern employee conduct deemed necessary by operational requirements.

APPENDIX M
TRANSFERS

It is hereby agreed that the following terms will be followed in regards to employees who transfer from one bargaining unit of the City of Ishpeming to another bargaining unit within the City of Ishpeming:

1. The employee's seniority date for job posting, overtime call-out, layoff, and recall shall be the date he enters the new department or bargaining unit.
2. The employee shall keep his original seniority date as far as vacations, longevity, and severance pay.
3. The employee shall have all other benefits as provided by the current departmental union contract.
4. Even though an employee may have more accumulated vacation time than another employee in the unit, the employee shall use his seniority date in the new department for selection of vacation time.
5. Employee's retirement would be transferable in accordance with existing retirement system regulations.
6. In regards to sick leave and vacation time, if an employee transfers from one unit to another, their accumulated sick leave and vacation shall transfer with them.

Sick leave will follow the procedure set forth in the union contract.

Examples:

- a) An employee transferring from the Fire Department will transfer his total number of days to the new department at double the rate he has accumulated in the Fire Department. (If an employee with forty (40) sick days accumulation transfers to the DPW, he will be entitled to eighty (80) sick days in his new unit.) Conversely, an employee transferring from the DPW unit to the Fire Department would have his sick days and vacation days divided in half. (A DPW employee with twenty (20) days vacation would be entitled to ten (10) days vacation in the Fire Department unit.)
- b) An employee transferring from the Police Department with over 100 days accumulation will be permitted to carry a maximum of 100 days of sick leave into the new unit.